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Loss of Private Business Opportunities due to  
Direct Government Competition from  
Soil and Water Conservation Districts

Presented to the Iowa Government Oversight Committee

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**The entities listed below work together through an interagency agreement**

**USDA** ▶  
U.S.  
Department  
of  
Agriculture

**NRCS -**  
**staff,**  
**office,**  
**overhead**

NRCS = Natural Resource  
Conservation Service

Provide/  
administer  
federal and  
state cost  
share programs  
to land owners  
for conserva-  
tion projects

Conservation  
projects  
potentially could  
support and  
enhance private  
contractors and  
suppliers =  
Iowa tax-paying  
businesses

**IDALS** ▶  
Iowa  
Division of  
  
Agriculture and  
Land  
Stewardship

**DSC -**  
**staff**  
  
**expenses**

DSC =  
Division of  
Soil  
Conservation

**SWCD** ▶  
Soil and  
Water  
Conservation  
District

**Five**  
**Elected**  
**County Officials**  
**and some have**  
**staff**



A

**COOPERATIVE WORKING AGREEMENT**  
**Between the**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**and**  
**THE STATE OF IOWA**  
**and**  
**THE ADAIR COUNTY SOIL AND WATER**  
**CONSERVATION DISTRICT**

For their Cooperation in the  
 Conservation of Natural Resources

## **PREAMBLE**

This agreement made and entered into on October 22, 1996, by and between the Division of Soil Conservation, Iowa Department of Agriculture and Land Stewardship, which includes the State Soil Conservation Committee (herein after called the Division), the Natural Resources Conservation Service, United States Department of Agriculture (herein after called the Service), and the Adair County Soil and Water Conservation District which includes District Commissioners and District Employees (herein after called the District), collectively referred to as the parties.

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture and state of Iowa and the Adair County Soil and Water Conservation District. This cooperative working agreement documents those areas of common interest to the parties in natural resources conservation.

The customers of the parties to this agreement are individual landowners/land users, federal and state land management agencies, and other individuals, groups, and units of government. The parties mutually agree to provide leadership in resource conservation. To accomplish this we share a commitment to listen, anticipate and respond to our customers' needs; anticipate, identify, and address issues of mutual concern; maintain decision-making at the lowest level; advocate comprehensive resource management planning, maintain and improve our grass-roots delivery system; build new alliances to expand our partnership; foster economically viable conservation policies; improve the quality of life for future generations; and conserve and enhance our natural resources.

The parties pledge to work together by advancing and practicing teamwork; including input in the decision making process; emphasizing communication, coordination, and cooperation; sharing training opportunities; promoting mutual respect, support, and trust; and sharing the leadership and ownership, the credit and the responsibility. A mutual goal is to improve our efficiency and effectiveness by putting quality first, empowering people to make decisions, demonstrating professionalism and dedication, and striving for continuous improvement.

## **VISION**

A conservation partnership that provides leadership for the enhancement of Iowa's natural resources and quality of life.

## **VALUES**

The parties to this agreement jointly provide leadership and assistance to Iowans on conservation issues. As partners, we have independent responsibilities, yet are dependent on each other for successful delivery of programs.

We share a commitment to:

1. Manage our own affairs.
2. Maintain a quality environment.
3. Assume a proper role of government in the promotion of conservation.
4. Provide productive, helpful agency people.
5. Achieve goals through a working partnership.
6. Assume responsibility for our actions.
7. Create awareness of good stewardship.
8. Be a part of the community.
9. Be part of the solution.
10. Promote farmers as being active conservationists.

11. Support our farmers to produce a safe and adequate food supply while maintaining a quality environment.
12. Recognize agriculture as a good investment.
13. Provide technical, financial, and educational assistance for conservation.
14. Use a voluntary approach to conservation programs.
15. Continue local control of programs.
16. Eliminate redundant documentation and administration.
17. Provide information and educate public policy decision makers.
18. Provide technical and educational assistance in urban areas.

## PURPOSE

The purpose of this Cooperative Working Agreement is to strengthen the cooperative partnership between the parties.

The parties share the common objective of the wise use and management of the lands and waters of this state. Full cooperation will be mutually beneficial to all parties in achieving this common objective. This Cooperative Working Agreement establishes a framework for cooperation to achieve shared goals relating to the conservation of natural resources.

## AUTHORITIES, STATUTES, AND LAWS

The Service is authorized to cooperate and furnish assistance to the Division and the District in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

The state of Iowa's authority for participation is defined in Iowa Code Chapter 161A, "Soil and Water Conservation."

The District's authority is defined in Iowa Code Section 161A.7, "Powers of Districts and Commissioners."

## ROLES AND RESPONSIBILITIES

### PERSONNEL

#### CONTINUING EDUCATION

It is mutually understood and agreed:

1. That partners will strive to make the Division and Service training courses and facilities available to partnership employees and district commissioners to the maximum extent possible.
2. That the Division field representative, the Service area conservationist, and when appropriate the Soil and Water Conservation District Commissioners, will consult on training content and scheduling of area wide and statewide training which includes Division, District, and Service employees.

#### EMPLOYMENT

It is mutually understood and agreed:

1. That each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse work force.
2. That the Division will select and assign Division employees in the District.
3. That the Service will provide daily technical direction to all staff in the field office to assure that technical manuals, specifications, handbooks, and all applicable program standards of the Service, District, and Division are followed.
4. ~~That the Service, if requested by either the Division or the District, will direct and monitor the day-to-day work activities of employees to achieve the partner's objectives.~~
5. That the Service will select and assign Service employees in the District.

6. That the Service, if requested by either the Division or the District, will assist in the evaluation of Division and/or District employees.

## **CONFLICT RESOLUTION**

It is mutually understood and agreed:

That the parties work together to identify, evaluate, and resolve conflicts in a timely manner at the lowest level possible.

## **TECHNICAL AND ADMINISTRATIVE ASSISTANCE**

~~The Division agrees:~~

1. To set priorities for making Division personnel, funds, supplies, and equipment available to the District.
2. ~~To provide secretarial and technical assistance to the District and the Service to carry out natural resources conservation programs.~~

The Service agrees:

1. To set priorities for making Service personnel funds, supplies, and equipment available to the District.
2. To make available to the District the services of personnel qualified in carrying out natural resources planning and application.

It is mutually understood and agreed:

1. That the Division and the Service in consultation with the District will establish kind, number, and location of Division and Service positions that will be provided to each District.
2. That the parties will work together to determine the amount of technical and administrative assistance needed and available for program delivery at each level. Such assistance may include contracts, agreements, procurement, personnel, engineering, and/or other assistance provided by the parties.
3. That partner's employees assigned to work on natural resources conservation programs meet standards as to qualifications to operate each partner's equipment.
4. That when providing technical assistance to each party's programs, it is done in accordance with the appropriate administrative rule, policies, and procedures.
5. That all matters which may require administrative action or approval by any party will be handled through the established administrative procedures of that party.

## **RECORDS, FACILITY, AND EQUIPMENT**

The Division agrees:

1. To provide maintenance of District and Service equipment at Division expense when necessary due to ordinary wear and tear resulting from Division operation of the equipment.
2. To be responsible for damage or loss of Service and District equipment for reasons other than normal wear while the equipment is in the possession of the Division.
3. To permit Division and District employees to use Service equipment, supplies, and vehicles made available to Districts.

The Service agrees:

1. To provide office space for Division and District employees.
2. To provide facilities for District Commissioners use.

4. To provide operations items such as paper, supplies, etc., or share in the cost of such items used in Division and District equipment when required for Service use.
5. To provide maintenance of Division and District equipment at Service expense when necessary due to ordinary wear and tear resulting from Service operation of the equipment.
6. To be responsible for damage or loss of Division and District equipment for reasons other than normal wear while the equipment is in the possession of the Service.

It is mutually understood and agreed:

Facilities, equipment, and supplies provided by the parties will be available for use by all parties and will be used and maintained within established guidelines and procedures.

## **PROGRAM DELIVERY**

### **OPERATING AGREEMENTS**

It is mutually understood and agreed:

1. The District, in consultation with the Division and the Service, will develop, implement, and review annually a Local Operating Agreement as a working plan to achieve natural resources conservation objectives.
2. The District, in consultation with the Division and the Service, will determine the kind, amount, and priority of work to be performed on farms, ranches, and other land, and ensure that the provisions of agreements it enters into with owners and operators of land are implemented.
3. The District, in consultation with the Division and the Service, will evaluate the conservation needs of and develop a plan for accomplishing the conservation goals within the District.
4. The parties will work with public and private resource groups, other resource agencies, and interested parties to share information and resources in developing comprehensive natural resource plans.
5. The parties will cooperate with each other in carrying out natural resources conservation programs utilizing the concept of the Locally Led Conservation Process.
6. The Division and the Service may only assist the District with those portions of the long range plan and operating agreement for which they have authority and that are consistent with the priorities of congressionally mandated USDA program delivery through the Service.

### **INFORMATION/DATA SHARING**

It is mutually understood and agreed:

That the release of information will be in accordance with the Freedom of information Act, Privacy Act, and Iowa Public Records Law.

### **MARKETING/COMMUNICATION**

It is mutually understood and agreed:

1. The parties will coordinate their efforts in the communication of program information to their customers.
2. That each party will keep the others informed of legislation, appropriations and proposed changes in long-range programs or policies that could significantly affect cooperative natural resources conservation activities.

## **TECHNICAL STANDARDS**

### **FIELD OFFICE TECHNICAL GUIDE**

It is mutually understood and agreed:

1. The parties will adopt the Service Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate.
2. The Service will maintain the FOTG and will consult with the District and Division on revisions and additions.

#### **JOB APPROVAL**

It is mutually understood and agreed:

1. That the Service will assign conservation practice (job approval) authority to personnel based on employee knowledge and skill and within applicable laws and guidelines.
2. That District and Division employees are not exempt from state engineering licensing laws as are federal employees. Therefore, the job approval authorities of state employees may not be the same as for equivalent level federal employees.

#### **FUNDING**

It is mutually understood and agreed:

1. That the parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.
2. That the parties may enter into individual operating agreements or make available other appropriate arrangements to provide specific services or assistance involving technical financial information and other areas of expertise.
3. That personnel, facilities, and funds available to the Districts from state (other than the Division), local, and private sources shall be under the administrative jurisdiction of the District or if required with the funding source of the cooperating state or local agency.
4. That no party shall be bound by any obligation in this cooperating working agreement thereto or other appropriate arrangements which will involve the expenditure of funds in excess of the amounts made available to it, or for a period in excess of that authorized by law.

#### **FEE FOR SERVICES**

It is mutually understood and agreed:

The District will not charge for assistance made available by the Service or Division and will conduct its work in such manner that cooperating landowners, operators, and the general public will understand that any charges it may make are not for that assistance.

#### **TORT LIABILITY**

It is mutually understood and agreed:

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal, state, and tribal laws.

#### **ACCOUNTABILITY**

It is mutually understood and agreed:

1. That the District will submit to the Service and the Division an annual report on the District's activities and accomplishments.
2. That the District will allow the Service and the Division access to its records.

#### **SCOPE OF AGREEMENT**

It is mutually understood and agreed:

That authority to carry out specific projects or activities, such as transfer of funds, and acquisition of services and property, will be established under separate agreement.

It is mutually understood and agreed:

That the parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

#### TERMINATION

It is mutually understood and agreed:

This agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

This agreement supersedes the Supplemental Memorandum of Understanding.

IOWA DEPARTMENT OF AGRICULTURE  
AND LAND STEWARDSHIP  
DIVISION OF SOIL CONSERVATION

By: James B. Phelan

Director

Date: 10/22/96

STATE SOIL CONSERVATION  
COMMITTEE

By: Lee Faris

Chair

Date: 10-22-96

UNITED STATES DEPARTMENT  
OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION  
SERVICE

By: Leroy Brown

State Conservationist

Date: 10-22-96

ADAIR COUNTY SOIL AND WATER  
CONSERVATION DISTRICT

By: Eric Gross

Chair

Date: 11-7-96



**Primary Contentions with Soil and Water Conservation  
District Businesses:**

1. Soil and Water Conservation Districts should not profit from programs that they are charged with administering.
2. State funds (employee time and office expenses) should not be used to help run Soil and Water Conservation District businesses.

12/98

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**Soil & Water Conservation District Policies and Procedures Manual**  
*Division of Soil Conservation-Iowa Department of Agriculture and Land Stewardship*

**MEMORANDUM RE:** SWCD-B&F-4<sup>3</sup>/<sub>2</sub>

**SUBJECT:** District Sales of Nursery Stock, Plat Books, Etc.

Soil and water conservation districts have the authority to make sales under Iowa Code Chapter 161. It is recommended that districts should not sell any materials through the district office that will place the district in direct competition with local dealers or merchants. If there is a demand for the materials and there is no local market for the materials, the district is permitted to make the materials available. Prior to making the decision to sell materials, the district should canvass the county and surrounding areas to ensure the district would not be in direct competition with any dealer or merchant.

Districts selling materials must obtain a state sales tax permit from the Iowa Department of Revenue and Finance.

In addition to the sales tax permit, districts selling nursery stock must obtain a nursery dealers permit. The permit is issued by the Iowa Department of Agriculture and Land Stewardship, Wallace State Office Building, Des Moines, Iowa 50319. Contact Entomology - 242-5180.

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**Iowa Department of Agriculture and Land Stewardship  
Division of Soil Conservation**

Wallace State Office Building - Des Moines, Iowa 50319

Soil and Water Conservation District Policies & Procedures Manual

**MEMORANDUM RE: SWCD-B&F-4-3 (09/03)**

**SUBJECT: District Sales of Products and Services**

Soil and Water Conservation Districts have the authority to make sales and provide equipment using "such terms as it shall prescribe" under Iowa Code Chapter 161A.7(6). It is recommended that districts should not sell products or offer services through the district office that will place the district in direct competition with local dealers or merchants. If there is a demand for products and services for which there is not a sufficient number of local providers, the district is encouraged to make the products and services available.

Districts shall update and maintain a list of contractors that agree to provide conservation products and services to district landowners. The district shall update its list at least on an annual basis. If the District offers products and services, it can be included on the list as well. The list shall be posted in the District office and a copy of the list shall be made available to cooperating landowners and interested members of the public. It shall be the responsibility of independent contractors to notify the District of their desire to be placed on the list.

It is the responsibility of state secretaries to handle the day-to-day business of the Soil and Water Conservation District. In this capacity, the secretary and other state employees may handle the business of selling products and offering services to district cooperators. It is not appropriate for state employees to recruit business for the district to the detriment of private contractors that have requested to be listed for similar work within the District. Further, all product and service providers shall be given fair and equal treatment. No one's product or service shall be given preferential treatment over another. All contractors, including districts, shall be required to provide products and services that meet the appropriate standards and specifications.

Districts selling materials must obtain a state sales tax permit from the Iowa Department of Revenue and Finance.

In addition to the sales tax permit, districts selling nursery stock must obtain a nursery dealer's permit. The permit is issued by the Iowa Department of Agriculture and Land Stewardship, Wallace State Office Building, Des Moines, IA 50319. Contact Entomology - 515-242-5180.

Complaints that may result from the implementation of this policy by any district should first be leveled, in person or in writing, to the SWCD commissioners at any of their regular meetings. If the aggrieved finds no satisfaction at the district level, a complaint may be directed to the Director of the Division of Soil Conservation.

Iowa Department of Agriculture and Land Stewardship

INTEROFFICE COMMUNICATION

TO: Division Field Office Staff

FROM: William A. Ehm, Director

DATE: March 9, 2004

RE: District Sales of Products and Services

In recent weeks the Division of Soil Conservation has been involved in discussions within the Iowa Legislature having to do with state employees and their role concerning the business enterprises of Soil and Water Conservation Districts. The business enterprises to which I refer includes the sale of trees, seed, and services including the rental of equipment and the custom operation of equipment. There is a strong belief among legislators and Iowans as a whole that services and products provided by private entrepreneurs should be promoted by those of us in state government whenever those entrepreneurs are available.

To this end the Division issued a policy statement concerning **"District Sales of Products and Services"** (SWCD-B&F-4-3 (09/03)) in September of 2003. That policy recommends "that districts should not sell products or offer services through the district office that will place the district in direct competition with local dealers or merchants". The policy further states that "districts shall update and maintain a list of contractors that agree to provide conservation products and services to district landowners".

Of critical importance to state employees is the portion of the policy that deals with the conduct of state secretaries and technicians in regard to District business enterprises. The Division's policy states that "it is not appropriate for state employees to recruit" commercial business for the district. This memo is intended to add some further definition to what is expected by the policy.

- Each District is to maintain an alphabetical list of contractors that offer seed, trees, or conservation services in the district and make it readily available to cooperators. It is the responsibility of the contractor to inform the District of his/her desire to be included on the list.
- Because the products and services offered vary so widely (no-till drills for soybeans vs. drills for native grass seeding vs. fan seeders) it is suggested that the list briefly describe what the contractor has to offer. The Division will supply a template in the very near future.
- It is highly recommended that no private contractor price lists be maintained in District offices. Pricing should be a matter to be discussed between the cooperator

and the contractor. State employees should encourage cooperators to contact multiple contractors on the District list.

- The District should not post any signs, business cards, price sheets, or other forms of advertising on the District office premises that offer District products and services that would create a competitive advantage for the District.
- The Division is aware of several Districts that have established a separate company to handle its products and services. The state employee's role is to assist in the activities and programs of the conservation partners. In this case the business enterprise is no longer a District function and state employees are expressly barred from any activities associated with the business, including scheduling, pricing, handling of money, serving as board members, etc.
- No state employee is to transport or operate District equipment such as drills, seeders, fabric machines, tree planters, etc.
- The names of individuals who have been approved for cost-share or have had a CRP contract approved in a District meeting open to the public, should be made immediately available upon request, to the public, including private contractors.
- Districts should not place their products or services on the contractor lists of adjoining Districts.
- It is not appropriate for Districts to utilize mailing lists and free postage and printing provided by government agencies that would otherwise be unavailable to private contractors.

As the private sector steps forward to assume responsibility for the installation of the programs the partnership promotes, we should recognize that entrepreneurial spirit and encourage it to take root.

# Dallas County Local Service Providers

## Seeding Services Only (ground prep, seeding, maintenance)

Joe Copeland	3408 Ute Ave., Wauke, IA 50263	515-987-4213	Mowing M
Crossroads Ag Joel Thomas	2317 240 <sup>th</sup> Street Dallas Center, IA 50063	515-992-4391	Ground Prep, Seed Sales, Spraying, Seeder rental P, SS, M, R
Dallas Soil & Water Conservation District	3156 270 <sup>th</sup> Street Wauke, IA 50263	515-987-1945	Grass Seeding, Seed Sales S, SS
Faith Mill LLC Greg Thomas	2223 Hwy. 6 Adel, IA 50003	515-993-1164 515-577-4212	Ground Prep, Mowing, Seeding M, P, S
All Farm Conservation Services Matt Herring	420 E. First Street Earlham, IA 50072	515-758-2607 515-360-4068	Prescribed Burns, Consultation, Maintenance, Ground Preparation, Grass Seeding, Seed Sales B, C, M, P, S, SS

## Tree Services Only (tree planting, TSI, timber sales, direct seeding, ground prep, maintenance)

Cascade Forestry Service www.cascadeforestry.com	1621 McCabe Lane Cascade, IA 50233	800-596-9437 563-852-3042	Consultation, Directing Seeding Trees and Shrubs, Timber Sales, Herbicide, Maintenance, Tree Planting, Timber Stand Imp. C, D, F, H, M, T, TSI
Forestry Consulting Service Steve Hamilton	1153 Hwy. 965, NW Cedar Rapids, IA 52404	319-857-4935 319-551-2775	Direct Seeding Trees and Shrubs, Ground Preparation, Tree Planting Timber Sales, Timber Stand Improvement D, F, P, T, TSI
L & G Forestry www.lgforestry.com	P.O. Box 59 Burlington, IA 52061	319-754-8839	Consultation, Timber Sales, Herbicide Treatments, Maintenance, Tree Planting C, F, H, M, T
Murphy's Walnut Hill Nursery	1925 SE 82 <sup>nd</sup> St. Runnells, IA 50237	515-262-6037	Tree Planting, Herbicide Treatment T, H
Shelterwood Forestry Service Dan & Vicki Fogle	1254 240 <sup>th</sup> Street Creston, IA 50801- 8205	641-348-2326	Timber Sales, Maintenance, Ground Preparation, Tree Planting, Timber Stand Improvement F, M, P, T, TSI
Russell Wilkins	9602 NE 3 <sup>rd</sup> Ave Runnells, IA 50237	515-967-2002 515-270-3712	Tree Planting T

## Multiple Services (trees, grasses, erosion control, consultation, preparation, maintenance)

A.J. Garrett & Associates Art Miner	3339 Wendover Rd., Ste. 100 Wauke, IA 50263	515-202-2763	Silt fence, concrete, Geoweb, Hydro-seeding & compost, Maintenance Ground Prep, Grass Seeding, Tree Planting, Timber Stand Imp, Wetlands, E, M, P, S, T, TSI, W
Bluestem Prairie Planting Brad Meyer	426 NE 2 <sup>nd</sup> Street Ogden, IA 50212	515-230-1439	Seed Sales (local ecotype), Grass Seeding, Consultation, Mowing, Timber Stand Improvement, Prescribed Burning B, C, M, S, TSI, SS
Carpenter Erosion Control Tom Carpenter	3718 SW Court Ankeny, IA 50021	515-965-9191	Consultation, Direct seeding trees and shrubs, Grass Seeding, Wetland Erosion Control Installation, Herbicides, Maintenance, Ground Prep C, D, E, H, M, P, S, W
Diversity Farms Jon Judson	25494 320 <sup>th</sup> Street Dedham, IA 51440	712-683-5555	Prescribed Burns, Consultation, Maintenance, Ground Prep, Grass Seeding, Tree Planting, Timber Stand Imp, Wetlands, Seed Sales B, C, M, P, S, SS, T, TSI, W
Girard Contracting Hammie Girard	680 2 <sup>nd</sup> Street Wauke, IA 50263	515-210-2259 515-987-2259	Grass Seeding, Tree Planting, Maintenance, Timber Stand Improvement M, S, T, TSI
Iowa Restorations Dan Brouse	1269 Fig Avenue Coon Rapids, IA 50058	712-684-5285 515-987-2259	Prescribed Burns, Consultation, Herbicide Treatments, Maintenance, Grass Seeding, Tree Planting, Timber Stand Improvement B, C, H, M, S, T, TSI
M & M Forestry Scott Kluver	2237 Voss Avenue Sac City, IA 50583	712-662-4809	Consultation, Direct Seeding Trees, Shrubs, Timber Sales, Maintenance Ground Prep, Grass Seeding, Tree Planting, Timber Stand Improvement C, D, F, M, P, G, T, TSI
Mike's Excavating	12808 NW 166 Ave. Madrid, IA 50156	515-203-0080	Erosion Control, Rip-Rap E
Pathfinders RC&D Richard Daugherty	1805 W Jefferson Fairfield, IA 52556	641-472-6178	Prescribed Burns, Consultation, Direct Seeding Trees, Shrubs, Silt Fencing, Concrete, Geo Web, Timber Sales, Herbicides, Maintenance Ground Prep, Grass Seeding, Tree Planting, Timber Stand Imp, Wetland B, C, D, E, F, H, M, P, S, T, TSI, W
River Valley Forest Services Brian Gibson	1645 220 <sup>th</sup> Street Humbolt, IA 50548	515-332-9855 515-368-2444	Consultation, Direct Seeding Trees, Shrubs, Timber Sales, Maintenance Ground Prep, Grass Seeding, Tree Planting, Timber Stand Improvement C, D, F, M, P, S, T, TSI

## Native Grasse & Legume Nurseries

NAME	ADDRESS	CITY	ST	ZIP	PHONE #	Web / Email
Agri-Tech Aviation, Inc.	PO Box 291	Indianola	IA	50125	515-961-2846	
Allendan Seed	1966 175th Lane	Winterset	IA	50273	515-462-1241	
County Blooms	1875 Fontanelle Rd.	Fontanelle	IA	50846	888-745-3025	
Diversity Farms	25494 320th Street	Dedham	IA	51440	712-683-5555	dfarms@pionet.net
Ion Exchange	1878 Old Mission Dr	Harpers Ferry	IA	52146	800-291-2143	
Iowa Prairie Seed Company	1740 220th Street	Sheffield	IA	50475	515-892-4111	
Mark Seed Company	823 W 2nd Street	Perry	IA	50220	515-465-2122	
Matt Herring	420 E. 1st. Street	Earlham	IA	50072	515-758-2607 / 515-360-4068	
Osenbaugh Grass Seeds	RR1, Box 44	Lucas	IA	50151	800-582-2788	
Pheasants Forever	2880 Thunder Rd.	Hopkinton	IA	52237	563-926-2357	
Ron Bartelt	3274 230th Street	Grimes	IA	50111	515-986-0565	
United Seeds Inc.	P.O. Box 35485	Des Moines	IA	50315	282-1750 / 800-365-6674	unitedseeds.com
Welter Seed & Honey Col.	17724 HWY 136	Onslow	IA	52321	800-470-3325	
Albert Lea Seed House	1414 West Main, POBox 12	Albert Lea	MN	56007	800-352-5247	
Mohn Frontier Seed	RR1, Box 152	Cottonwood	MN	56229	888-999-4930	
Prairie Wild	275 East 4th Street South	Cottonwood	MN	56229	866-423-5575	www.prairiewild.com
Shooting Star Native Seed	PO Box 648	Spring Grove	MN	55974	507-498-3944	
Silverado Farms	RR3, Box 207	Windom	MN	56101	507-831-22976	
Hamilton Seeds	16786 Brown Rd.	Elk Creek	MO	65464	417-967-2190	
Sharp Bros. Seed Co. of Mo.	396 SW Davis St-LaDue	Clinton	MO	64735	800-451-3779	sharpbro.com
Gamagrass Seed Company	Route 1, Box 114A	Falls City	NE	68355	800-367-2879	
Stock Seed Farm	28008 Mill Rd.	Murdock	NE	68407	402-867-3771	
Bamert Seed Company	Route 3, Box 1120	Muleshoe	TX	79347	806-272-5506	
Browning Seed, Inc	PO Box 1836	Plainview	TX	79072	806-293-5271	
Agrecol Corporation	2918 Agriculture Drive	Madison	WI	53718	608-226-2544	www.agrecol.com
Oak Prairie Farm	W4642 Hwy 33	Pardeeville	WI	53594	800-894-3884	
Applewood Seed Co.	5310 Vivian Street	Arvada	CO	80002	303-431-7333	
Ernst Conservation Seeds	9006 Mercer Pike	Meadville	PA	16335	800-873-3321	www.ernstseed.com
Environmental Concern Inc.	P.O. Box P	St. Michaels	MD	21663	410-745-9620	www.wetland.org

## Check Register

Page 1

SWCD VIP Checking  
12/7/2004

Date	Num	Transaction	Payment	C	Deposit	Balance
1/10/2004	14364	Van Ryswyk Inc. cat: Newsletter memo: Ad			200.00	111,872.38
11/11/2004	868	United States Treasury cat: Tax:Soc Sec	773.34			111,099.04
11/12/2004	9396	Norm Rozendaal cat: Newsletter memo: ad			200.00	111,299.04
11/15/2004	2160	Cliff Schwarz cat: Seed Sales			98.80	111,397.84
11/15/2004	24109	Huber Grading cat: Newsletter memo: Ad			200.00	111,597.84
11/15/2004	3044	Southard Imp cat: Newsletter memo: Ad			200.00	111,797.84
11/16/2004	4222	Earth Works Inc cat: Newsletter memo: Ad			200.00	111,997.84
11/16/2004	1528	Fred Buck cat: Drilling			1,016.16	113,014.00
11/23/2004	1374	Kruseman Construction cat: Newsletter memo: Ad			200.00	113,214.00
12/24/2004	874	F & M Insurance cat: Insurance memo: Additional ins. on drill	27.11			113,186.89
11/24/2004	873	Bison Truck Line, Inc. cat: Storage memo: 10-1-04 - 11-1-04	160.00			113,026.89
11/24/2004	872	U S Bank - Visa cat: Mileage memo: Gary's training and motel	155.62			112,871.27
11/30/2004	1570	David Wilson cat: --SPLIT--			828.00	113,700.27
11/30/2004	EFT	U S Bank cat: Interest Inc memo: .29%			27.72	113,727.99
12/3/2004	875	U.S. Cellular cat: Phone	75.32			113,652.67
12/3/2004	876	SCE cat: --SPLIT--	220.19			113,432.48
12/3/2004	877	Gary Froah cat: Wages	704.42			112,728.06
12/3/2004	878	Gary Froah cat: Wages	704.42			112,023.64
12/6/2004	879	Okoboji Grill cat: Entertainment memo: Christmas	400.00			111,623.64
12/6/2004	880	Jim Johnston cat: Phone	45.00			111,578.64
12/7/2004	881	Okoboji Grill cat: Entertainment memo: Christmas	50.00			111,528.64

Balance 12-7-04

Jasper  
County

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## Check Register

SWCD VIP Checking  
12/7/2004

Page 2

Date	Num	Transaction	Payment	C	Deposit	Balance
12/7/2004	882	Jim Johnston cat: Mileage	84.00			111,444.64
12/7/2004	883	Raymond Brown cat: Mileage	18.00			111,426.64
12/7/2004	884	Dennis Clapper cat: Mileage	51.00			111,375.64
12/7/2004	885	Mike Brown cat: Mileage memo: Mileage	31.20			111,344.44
12/7/2004	886	Joe Brock cat: Mileage	19.20			111,325.24
12/7/2004	887	Donald Peery cat: Mileage	8.40			111,316.84

# EDWARD D JONES INVESTMENTS

	Sept. 10, 03	Oct. 10, 03	Nov. 13, 03	Dec. 5, 03	Dec. 16, 03	Jan. 9, 04
C.D.(Zero Coupon)LaSalle	\$19,555.00	\$19,661.00	\$19,813.00	\$19,893.00	\$19,947.00	\$20,027.00
Van Kampen Growth/Income	\$22,422.00	\$22,866.00	\$23,097.00	\$23,421.00	\$23,510.00	sold-\$24,687.25
Van Kampen Aggressive	\$4,140.00	\$4,276.00	\$4,384.00	\$4,322.00	\$4,198.00	sold-\$4,371.98
Totals	\$46,117.00	\$46,803.00	\$47,294.00	\$47,636.00	\$47,655.00	\$20,027.00
Gains	(+\$1,379.00)	(+\$686.00)	(+\$491.00)	(+\$342.00)	(+\$19.00)	(+\$80.00)
	Feb. 6, 04	March 5, 04	March 26, 04	May 14, 04	June 4, 04	July 9, 04
C.D.(Zero Coupon)LaSalle	\$20,135.00	\$20,264.00	\$20,373.71	\$20,558.00	\$20,642.00	\$20,781.00
7.27% Interest Gains	\$108.00	\$129.00	\$109.71	\$184.29	\$84.00	\$139.00
C.D.(Zero Coupon)LaSalle	Aug. 6, 04	Sept. 14, 04	Oct. 11, 04	Dec. 3, 04		
7.27% Interest Gains	\$20,893.00	\$21,083.00	\$21,197.00	\$21,418.00		
	\$112.00	\$190.00	\$114.00	\$221.00		

1 Section 1. Section 161A.7, Code 2005, is amended by adding  
2 the following new subsection:

3 NEW SUBSECTION. 6A. The commissioners shall not furnish  
4 labor, machinery, seed or other plant materials, required to  
5 install a soil and water conservation practice or an erosion  
6 control practice, if the installation is financed by state or  
7 federal moneys, including but not limited to cost-share moneys  
8 and other financial incentives as provided in division V, part  
9 2, of this chapter. The commissioners may provide a list of  
10 private contractors who are available to furnish such labor,  
11 machinery, seed or other plant materials, for landowners or  
12 occupiers within the district. This subsection shall not  
13 limit the commissioners from providing other assistance to  
14 landowners or occupiers as provided in this chapter, including  
15 planning or engineering services, or from making inspections  
16 of a practice being installed or after the practice is  
17 installed.

18 Sec. 2. NEW SECTION. 350.4A PROVISION OF SERVICES  
19 PROHIBITED.

20 A county conservation board shall not furnish labor,  
21 machinery, seed or other plant materials, required for the  
22 installation of any new project, soil and water conservation  
23 practice, or erosion control practice if the installation is  
24 financed by state or federal moneys, including but not limited  
25 to cost-share moneys or other financial incentives. The  
26 county conservation board may provide a list of private  
27 contractors who are available to furnish such labor,  
28 machinery, seed or other plant materials, for landowners or  
29 land occupiers within the county. This section does not limit  
30 the county conservation board from providing other assistance  
31 to landowners or land occupiers authorized under this chapter.

32 EXPLANATION

33 This bill relates to certain powers of soil and water  
34 conservation districts and county conservation boards.

35 The bill provides that soil and water conservation

1 districts shall not furnish labor, machinery, seed or other  
2 plant materials, required to install a soil and water  
3 conservation practice, or an erosion control practice and  
4 county conservation boards shall not furnish labor, machinery,  
5 seed or other plant materials, required to install any new  
6 project, soil and water conservation practice, or erosion  
7 control practice, if the installation is financed by state or  
8 federal moneys, including but not limited to cost-share moneys  
9 and other financial incentives.

10     The bill also provides that soil and water conservation  
11 districts and county conservation boards are not prohibited  
12 from providing other assistance to landowners or land  
13 occupiers.

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